

**H-E-B FEDERAL CREDIT UNION
TERMS, CONDITIONS, AND DISCLOSURES
FOR THE NETBRANCH DIGITAL BANKING SERVICES;
AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY**

You must read and agree to these Terms, Conditions, and Disclosures before accessing the NetBranch Digital Banking Services for the first time. You may print or download these Terms, Conditions, and Disclosures for your future reference by following the instructions at the bottom of this page. If you agree to these Terms, Conditions, and Disclosures for the NetBranch Digital Banking Services, please indicate your acceptance by clicking where indicated at the bottom of the page.

1. General. The Terms, Conditions, and Disclosures ("Agreement") appearing below apply to our NetBranch Digital Banking Services (the "Services"). The Services include NetBranch Online Banking, NetBranch Mobile Banking, Bill Pay, E-Statements, Text Message Banking and electronic transfers. If you request or register for one or more Services, you agree that your use of the Services will be governed by the terms of your Account Agreement, these Terms, Conditions, and Disclosures, and any additional terms, conditions, or disclosures that may be provided to you in connection with the requested Service. In the event of any conflict between the Account Agreement, these Terms, Conditions, and Disclosures, and any additional governing terms, conditions, or disclosures provided to you, the additional terms, conditions, or disclosures provided to you (if any) will take priority, followed by these Terms, Conditions, and Disclosures, and then the Account Agreement.

In these Terms, Conditions, and Disclosures the words "we," "us," "our," and "Credit Union" refer to H-E-B Federal Credit Union. "You" and "your" refer to each person who applies for one or more of the Services and each Account owner or other person authorized to transact business on any H-E-B Federal Credit Union Account that may be accessed by way of the Services.

2. Description of the Services. You may access the Services by visiting our website at <http://www.hebfcu.org/> or by downloading our app for Apple® or Android® devices. With the Services you may (i) perform fund transfers between your Credit Union Accounts, including limited transfers through the Text Message Banking Service, (ii) manage and schedule bill payments with payees you have established through the Services, (iii) check balances and perform certain transaction inquiries, (iv) remotely deposit checks (mobile app only), and (v) view electronic statements and perform a wide variety of additional Services. Additional enrollment may be required for certain Services. You agree to be bound by and to comply with any requirements in any user's guide, instructional manual, or other instructions which we may provide to you in connection with the Services.

3. Computer Equipment and Software. You will need to have a personal computer or other device capable of accessing the Internet, an Internet connection, and a web browser that supports 128-bit encryption. You will also need Adobe Acrobat, Adobe Acrobat Reader, or other PDF software to view Adobe Acrobat files; a free version of the Adobe Acrobat Reader software is available for download on Adobe's Web site at www.adobe.com. To access and retain your periodic electronic Account statements you will need PDF software and a printer or an average of 9.0 KB of storable memory per statement. You are responsible for any and all Internet service fees that may be assessed by your service provider.

4. Ownership and License of the Software. You acknowledge that any software used to provide the Services is the property of the Credit Union or its licensors and is protected by copyright law. The Credit Union grants you a limited, personal, non-exclusive, non-transferable license to download and install any required software solely to access and use the Services for personal use, subject to the terms of this Agreement and any future amendments. You acknowledge that all right, title and interest in the software is owned and retained by the Credit Union and its licensors and that the software is not sold to you. Your

rights to the software are strictly limited by this Agreement, and the Credit Union and its licensors reserve all rights not expressly granted herein. You may not, nor may you permit any third party to: (a) sublicense, rent, lease, transfer, sell, or redistribute the software or any portion thereof, (b) reverse engineer, decompile, disassemble, modify, create derivative works of, or attempt to derive the source code of the software or any portion thereof, or (c) use the software or any portion thereof in any manner not expressly permitted under this Agreement.

5. Access and Use of the Services. The Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible from time to time for system maintenance. We will attempt to limit interruptions to the Services, but we are not responsible for failure to provide the Services due to system maintenance or other necessary downtime, or any unforeseen acts or circumstances outside of our control. The Services may not be available in all locations. You represent that you are an Account owner or an authorized user on any Account you access. You agree to follow any instructions we provide in connection with your use of the Services. You are also responsible for the proper operation and use of your personal computer or other device and any Internet or cellular data service used to access the Services. All communications sent to us through the Services are our property. We are not responsible for any charges, expenses, or costs you may incur as a result of use or misuse of your device or of any Internet or cellular data service. If you should experience an interruption while conducting a transaction using the Services, you should immediately logout of the Services and login again to verify if your transaction has been completed. If you cannot login to the Services, you agree to contact the Credit Union promptly to determine if the transaction has been completed. In order to avoid duplicate transactions, you agree not to re-request a transaction performed during an interrupted session. If you conduct a duplicate transaction payable to a third party, we will not be responsible if the third-party refuses to refund the duplicate transaction amount.

6. Prohibited Uses. You may not use the Services in any manner that violates this Agreement, the rights of a third party, or applicable law. Prohibited uses include, without limitation, uses that (a) infringe or violate the privacy or proprietary rights of the Credit Union or a third party, (b) interfere with or disrupt use of the Services by other users, (c) interfere with or disrupt one or more computer networks connected to the Services, (d) involve fraudulent or other illegal transactions or activity, including but not limited to false, misleading, or deceptive acts, and (e) access or attempt to access any computer systems or parts thereof not expressly authorized by this Agreement. In addition, you may not use the Services from any location where the content provided by the Services or use of the Services is illegal, and you assume all responsibility and risk of loss if you do so. You acknowledge that software used to provide the Services may be subject to U.S. export controls and other trade and use restrictions, and you agree to comply with all provisions of U.S. law and other applicable law.

7. Additional Services. We may introduce new Services or enhance the existing Services from time to time. We will notify you when these new or enhanced Services are available. By using these Services when they become available, you agree that they will be governed by these Terms, Conditions, and Disclosures as well as any additional terms, conditions, and disclosures we provide to you.

8. Overdrafts. You agree that your use of the Services and your user name and password (collectively, "Password") shall be subject to the Overdraft and Overdraft Protection provisions set forth in the Account Agreement. If there are insufficient funds available in your Account or from any form of overdraft protection, we may not process a transfer or bill payment that you have arranged for. In such event, you understand and agree that you will be responsible for making alternate payment arrangements with the payee or for rescheduling the transfer or payment through the Services. We are under no obligation to process a transfer or bill payment for which insufficient funds are available, and we are not required to notify you in such event. In the event we do decide to process a payment for which insufficient funds are available, however, we will charge the total cost of the transaction to you, including any service charges.

9. Password and Device Security. You will access your Accounts and the Services by using your user name and Password. If your Apple device features Touch ID, you may also access our mobile app using the Touch ID feature. All methods used to access the Services are collectively referred to in this

Agreement as the "Password." Push notification services do not require a Password. We reserve the right to require additional login procedures to authenticate a user. You agree to keep your Password in confidence, to refrain from disclosing your Password to any third party, and to refrain from recording or displaying your Password in such a manner that it will be accessible by third parties. You agree not to leave your personal computer or other device unattended while logged into the Services, and you will promptly log off each time you finish using the Services. You agree that you will not allow any other person to establish their fingerprint or other biometric identification on your device for purposes of Apple Touch ID or a similar authentication service. If you do, and the person uses your device to access the Services, such access will be deemed an authorized use for which you will be responsible. **You understand that any person having access to your User ID and Password and/or device may be able to access the Services and perform all transactions, including reviewing Account information and making transfers to other Accounts and persons.** You agree that the use of the Password by you, any other applicant, any party to any of your Accounts which may be accessed by the Password, anyone you permit or authorize to use your Password, and anyone to whom you disclose your Password or give access to your Password or device shall be deemed an authorized use for which you shall be liable. If you authorize other persons to use your Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization, and you are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon your notification.

You will be responsible for reporting the loss, theft, or compromise of your Password to us as soon as possible after the loss, theft, or compromise. For your security, in the event that someone tries to access your Account without knowing your Password, the Services will lock out all access to your Account after a certain number of incorrect Password entries. In such event, you must contact the Credit Union to have access to the Services restored.

10. Internet and Wireless Security. You agree at all times to maintain up-to-date malware and anti-virus protection on all of your devices used to access the Services. Because wireless communications may not be encrypted, there are risks in accessing the Services with a wireless device. Subject to applicable law, you expressly agree to assume all such risks. Push notification messages and other wireless communications may not be confidential or secure. Accordingly, you agree to exercise precautions to safeguard your device, your identity, your Accounts, and your Account information. You agree never to provide your personal information or Account information to any person you do not know or through any wireless network you cannot verify as safe. If you do, you assume all risks, subject to applicable law. We will never contact you by telephone, text messaging, email, or otherwise and ask you to provide us your personal or Account information, including your Social Security number, user name, Password, and Account numbers. You agree not to disclose your personal and Account information to unknown persons through these means for any reason. You agree to remain vigilant for phishing and other scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or the Credit Union. You agree to notify us immediately if your device is lost, stolen, or destroyed or if you change your telephone number, email address, or other contact information. You understand that, if your device is lost or stolen, you may not receive important messages that we have sent to you. We are not responsible for messages not received from us and any associated messaging fees. If you fail to exercise reasonable care to protect your identity and safeguard your device and Accounts, we will not be liable, subject to applicable law.

11. No Warranty. THE NETBRANCH DIGITAL BANKING SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET OR CELLULAR SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.

12. Limitation of Liability. WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, YOUR SOFTWARE, OR ANY TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS IN ANY MATERIAL PROVIDED TO YOU IN CONNECTION WITH THE SERVICES. IF WE DO NOT COMPLETE A TRANSFER YOU HAVE REQUESTED, WE MAY BE LIABLE TO YOU, BUT ONLY FOR YOUR ACTUAL LOSSES AND DAMAGES UP TO THE AMOUNT OF THE TRANSFER. WE WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE, OR THE SERVICES. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

13. Indemnification. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD THE CREDIT UNION, ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL COSTS, CLAIMS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE SERVICES OR IF YOU VIOLATE THIS AGREEMENT.

14. Stop Payment. When you arrange for a Service, you acknowledge and agree that you may not stop payment of Account transfers initiated through your use of the Services; provided, however, that under certain conditions you may stop payment of certain scheduled payments through our Bill Payment Service. See the disclosures appearing below for more information concerning your right to stop payment of scheduled transfers.

15. Termination or Suspension of the NetBranch Digital Banking Services.

(a) By Us. You agree that we may terminate this Agreement and the Services, or we may suspend your use of the Services in whole or in part at any time for any reason, including without limitation, if you or any authorized user of your Account or your Password fails to comply with the terms and conditions set forth in this Agreement or any other Agreement you have with us, or if we have reason to believe that there has been or may be any unauthorized or other fraudulent use of your Account or your Password. You also agree that we may terminate or suspend your access to and use of the Services if you are delinquent on any obligation to us, cause us a loss, or make known your intention to cause us a loss, whether by way of loan default, Account overdraft, or otherwise, or if you have been abusive in the conduct of your affairs with the Credit Union. In such cases, it is our policy to terminate or suspend services extended to you, including without limitation, the availability of the NetBranch Services. Any electronic access restrictions we may impose under these circumstances may apply to all of your Accounts. Under certain circumstances, the Services may be reinstated if any delinquency, loss, or other adverse matter is subsequently cured.

(b) By You. You or any other party to your Account may terminate this Agreement and the Services by notifying us in writing. Include your name, address, social security number, if applicable, bill payer ID number, signature, and date in your notification. WE CANNOT CANCEL YOUR ACCESS TO THE BILL PAYMENT SERVICE UNTIL ALL PENDING PAYMENTS HAVE CLEARED. IF YOU HAVE PAYMENTS PENDING AND DO NOT WANT TO WAIT FOR THEM TO CLEAR, YOU MAY DELETE ANY PENDING PAYMENTS BY ACCESSING THE SERVICES ONLINE. WE ARE NOT LIABLE FOR BILL PAYMENTS NOT CANCELLED NOR FOR PAYMENTS MADE DUE TO YOUR OMISSIONS. Termination of this Agreement by you applies only to the Digital Banking Services, does not terminate your other relationships with us, and except as set forth above, will be effective on the first business day following our receipt of your written notice. However, termination of this Agreement or the Services will not affect the rights and obligations of the parties to this Agreement for transactions initiated prior to termination.

Notwithstanding your termination of this Agreement or the Services, you will remain responsible for any transactions initiated by any person to whom you have furnished your Password.

16. Amendments to this Agreement. We reserve the right to amend this Agreement and to change the terms and conditions governing the Services at any time subject to such notice as may be required by applicable law. Your use of the Services following receipt of any such notice will constitute your acceptance of any such change. Your use of the NetBranch Digital Banking Services is subject to existing regulations governing your Accounts and any future changes to those regulations.

17. Enforcement and Governing Law. Subject to applicable law, you agree to be liable to us for any liability, loss or expense which we may incur as a result of any dispute involving your Accounts or the Services. You authorize us to deduct any such liability, loss or expense from your Account without prior notice to you. In the event that any amount you owe us is referred to a third party for collection, you agree to pay all costs and fees incurred in collection of the outstanding balances, including reasonable attorney's fees and court costs, to the extent permitted by law.

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Texas, and by the bylaws of the Credit Union as they now exist or may be hereafter amended. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent that any such law, regulation, or rule may be modified by agreement between us.

ELECTRONIC FUND TRANSFERS DISCLOSURES

You authorize us to make Account transfers, bill payments, and perform any other transactions as you may request from time to time. The following disclosures provide important information concerning your rights and responsibilities when you make transfers to and from your Accounts using the Services.

1. Contact in the Event of Unauthorized Transfer. If you believe your Password has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission, call or write to us at:

H-E-B Federal Credit Union
P.O. Box 782529
San Antonio, TX 78278
(210) 938-7850

2. Transfer Types and Limitations.

A. Account Access Services. The following transactions are available through the Services:

- Account balance inquiries and transaction history
- Transfer funds between your Accounts with the same member number including loan payments
- Transfer funds to and from other financial institutions (Online Banking only)
- Send money to individuals using their email, mobile number, or bank account
- Download your Account information to financial software programs
- Make bill payments to designated merchants, persons or entities permitted by the Credit Union
- Obtain information (payee, payment status, etc.) about your bill payments
- Communicate with us using E-mail
- Conduct other transactions as permitted by the Credit Union

Please visit our website at www.hebfcu.org to learn more about the many additional features available through the NetBranch Services. Transactions involving your Accounts, including Checking Account stop

payment requests, will be subject to the terms of your Account Agreement. Some Services and transaction types may not be available on all devices. For example, text messaging is available only on text-enabled devices and messaging and data rates apply.

The Bill Payment Service will allow you to make prearranged bill payments to third parties. You may set up your own personal database of payees and establish one-time or recurring monthly payments. When you add payees to the Bill Payment Service, you must be sure to enter your Account number and the payment address exactly as they appear on your payment stub or invoice. You may make bill payments from your transaction Account(s) only. You may not make bill payments to governmental agencies, courts, payees outside the United States, or to other categories of prohibited payees we may establish from time to time. Bill payments may not exceed \$9,999.00 per payment. We reserve the right to refuse to pay any payee to whom you direct a payment. If we decide to refuse to pay a payee, we will notify you within three business days following the payment Processing Date except in the case of payees you are prohibited from paying as set forth in this paragraph. The term "Processing Date" as used in this section is defined as the date you designate for payment and the time when we will deduct the funds from your Account. All payments are made in U.S. dollars.

By providing the Services with the names and account information of those persons or entities to whom you wish to direct payment, you authorize the Services to follow the payment instructions that it receives from you. When the Services receive a payment instruction from you, you authorize the Services to debit your Checking Account on the Processing Date designated by you in your payment instruction. Sufficient funds must be available in your Share Draft Account by 4:30 p.m. Central time on the day prior to the Processing Date or your payment(s) will not be made. You are responsible for scheduling payments to arrive at your targeted merchant or account by their due date. You should schedule each Processing Date at least five business days before the merchant's due date. Subject to the terms and conditions in this Agreement, you authorize us and any third party acting on our behalf to choose the most effective method to process your payment or transfer, including without limitation, electronic, paper, or some other draft means. For each properly instructed payment to an eligible merchant or transfer to a targeted account you will receive a transaction Confirmation Number.

We will process a bill payment on the Processing Date if we receive your instructions before the end of our business day as defined in these Disclosures. If you schedule a bill payment for a future date, we will process the transaction after the close of business on that date, if that day is a business day. If the Processing Date you designate is not a business day, the Processing Date will be deemed to be the business day prior to the date indicated.

UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE ARE NOT LIABLE FOR ANY FAILURE TO MAKE A PAYMENT OR TRANSFER, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT. IT IS ALSO IMPORTANT THAT YOU SCHEDULE THE PROCESSING DATE AT LEAST FIVE BUSINESS DAYS IN ADVANCE OF THE MERCHANT DUE DATE. SINCE THE TIME FOR US TO PROCESS YOUR PAYMENT VARIES ACCORDING TO THE PARTICULAR MERCHANT, YOU MUST BECOME FAMILIAR WITH THE PAYMENT PROCESSING TIME FOR EACH MERCHANT YOU DESIRE TO PAY AND ALLOW THE APPROPRIATE NUMBER OF BUSINESS DAYS BETWEEN THE PROCESSING DATE AND THE MERCHANT DUE DATE. SUBJECT TO THE LIMITATIONS IN THESE TERMS, CONDITIONS, AND DISCLOSURES, IF YOU FOLLOW THE PROCEDURES FOR PAYMENTS AS DESCRIBED IN THESE TERMS, CONDITIONS, AND DISCLOSURES AND YOU ARE ASSESSED A PENALTY OR LATE CHARGE, WE WILL REIMBURSE YOU FOR THAT LATE CHARGE UP TO A MAXIMUM OF \$25.00. IN THE EVENT THAT YOU DO NOT ADHERE TO THE OBLIGATIONS SET FORTH IN THESE TERMS, CONDITIONS, AND DISCLOSURES, OR YOU SCHEDULE A PAYMENT IN FEWER THAN THE NUMBER OF BUSINESS DAYS BEFORE THE DUE DATE REQUIRED FOR A PARTICULAR MERCHANT, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES. WE ASSUME NO LIABILITY FOR POSTAL DELAYS OR LATE POSTING OR MISAPPLICATION OF PAYMENTS AFTER THE FUNDS ARE RECEIVED BY THE MERCHANT. THIS DISCLAIMER OF LIABILITY, HOWEVER, DOES NOT PRECLUDE US FROM

WORKING TO RESOLVE THESE TYPES OF ISSUES WHEN THEY ARISE. IF REQUIRED, WE WILL BE RESPONSIBLE FOR PROVIDING PROVISIONAL CREDIT WHILE INVESTIGATION IS UNDERWAY.

If we are unable to process a scheduled payment request through the Bill Payment Service, such as for insufficient funds in the designated Account, the transaction will result in a "Failed Payment." In the event of a Failed Payment, we will suspend your access to the Bill Payment Service during the time the Failed Payment is outstanding and for up to five days after the Failed Payment is resolved. If you need immediate access to the Bill Payment Service after resolving a Failed Payment, contact our NetBranch department at the telephone number appearing below in Section 10. In the event of a Failed Payment, all other bill payment transactions with a scheduled Processing Date occurring during the Failed Payment suspension period will be canceled and will not be processed at any time. We may suspend your access to the Bill Payment Service without prior notice to you. In addition, in our sole discretion, we may or may not choose to resubmit a Failed Payment order or item for payment. Failed payments are handled by our NetBranch Department and all inquiries and correspondence relating thereto, including requests for reinstatements, should be directed to that department. With respect to any Failed Payment, you agree to reimburse us within 14 days after notice is sent to you for any funds we have already paid to one or more of your designated merchants that we are unable to recover by debit to the merchant or charge to you.

3. Fees. If you enroll in the Bill Payment Service, you will not incur a non-usage fee as long as you use the Service to make at least one bill payment during the statement period. We will use the date the bill payment is posted to your Account in determining the statement period in which it occurred. You must designate your payment to be sent at least two business days before the last day of each month in order for it to be posted to your Account in that statement period.

If you do not have a bill payment posted to your Account during the statement period you will incur a non-usage fee of \$5.00. This fee will be deducted automatically from your designated Checking Account on the first of the following month. In the event funds in the designated Account are not available, you authorize us to effect automatic payment from any eligible Account on which you are an owner. You must notify us in accordance with the procedures set forth above if you wish to cancel your subscription to the Bill Payment Service.

Pricing for all fees associated with the Services is subject to change.

There is a \$35.00 fee for each non-sufficient funds (NSF) entry resulting from your use of the Services. You agree to pay an NSF fee even if a payment is not returned but is paid and overdraws your Checking Account. The Credit Union is not responsible to notify you if sufficient funds are not available in your Checking Account.

You understand that if you do not have sufficient funds in your Account, you are responsible for making alternate arrangements for the payment or rescheduling the payment through the Services.

There is a fee for each stop payment order you make in connection with the Services. The fee is \$20.00 if the stop payment is requested using the NetBranch Online Banking Services (stop payment not available through the mobile app) and \$30.00 if the stop payment is requested in person or by telephone.

You agree to pay the fees and charges set forth above, and authorize the Services to charge your Checking Account for these amounts and any additional charges that you may incur.

4. Business Days. Our business days are Monday through Friday except for federal holidays.

5. Documentation. You will receive a confirmation screen with reference information after every transfer you make using the NetBranch Online Banking Service. You may save or print this information for your

records. All payments and transactions made using any of the Services will be listed on your monthly Account statement that you receive from us.

6. Confidentiality. We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission

7. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting. If you believe your Password has been lost, stolen or compromised, you should change your Password immediately using the Services.

Tell us AT ONCE if you believe your Password has been lost, stolen, or compromised. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if any). If you tell us within two business days, you can lose no more than \$50 if someone used your Password without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

8. Preauthorized Payments.

A. Right to Stop Payment and Procedure for Doing So. If you have arranged to have regular payments made from your Account, you may be able to stop these payments by canceling the payment using the Services or by calling or writing to us at the number and address listed in Section 10 below.

You may cancel or modify a scheduled payment up to 4:30 p.m. Central Standard Time on the Processing Date by entering the deletion or correction into the NetBranch Online or Mobile Banking Services. You may also cancel or modify a pending scheduled payment by calling or writing to us at the telephone or address set forth in Section 10 below. If you call or write, you must do so in time for use to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. A scheduled payment generally may not be stopped after its Processing Date. If, however, the payment is processed by means of a check and has not been paid, you may be able to stop payment of the item by contacting our NetBranch department. We must have a reasonable opportunity to act on your stop payment order and we will not be responsible if we are unable to stop payment if we receive your order after the Processing Date. A fee as set forth above in Section 3 or any amendment thereto will be imposed for each stop payment order you give.

B. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be unless you have agreed with the merchant to receive notice only when a transfer falls outside a specified range of amounts or only when a transfer differs from the most recent transfer by more than an agreed-upon amount.

C. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop a scheduled payment three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

9. Credit Union Liability. If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have adequate funds in your Account to complete a transaction, your Account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet access, or user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the NetBranch Home Banking service was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent making the transaction.
- If the funds in your Account are subject to an administrative hold, legal process, or other claim.
- If you have not given us complete, correct and current instructions so that we can process a transfer or bill payment.
- If the error was caused by a system beyond our control, such as that of your Internet Service Provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If there are other exceptions that we may establish from time to time.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental, or consequential damages, our liability is limited to the extent permitted by applicable law.

10. In Case of Errors or Questions about Your Electronic Transfers. Call us at:

(210) 938-7850
Or write us at:
H-E-B Federal Credit Union
ATTN: NetBranch
P.O. Box 782529
San Antonio, TX 78278

as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

(a) Tell us your name and Account number (if any).

(b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new Accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If there is an error on an electronic transfer made through the Bill Payment Service, contact the Financial Service Center at the telephone number or address listed in this section for error resolution.

AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY

This Agreement to Receive Disclosures Electronically (“Agreement”) addresses the circumstances under which you agree to receive in electronic form information that we are required by law to provide to you in writing in connection with your membership and accounts with H-E-B Federal Credit Union.

For the purposes of this Agreement, the words “you” and “your” mean the primary accountholder and all joint accountholders. The words “we,” “our,” and “us” mean H-E-B Federal Credit Union. “Account(s)” means the account(s) you have with us. “Communication(s)” means any member agreements or amendments thereto, monthly (or other periodic) billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies, loan notices and all other information related to your membership and the product, service or Account(s), including but not limited to information that we are required by law to provide to you in writing.

We are required to obtain your consent before delivering Communications electronically. You understand that your consent also permits us to electronically deliver to you, initially and on an ongoing basis, all future Communications related to your membership and Account(s) with us. Please read this Agreement carefully before giving consent.

Consent to Receive Disclosures Electronically and Scope of Consent. By clicking the “I AGREE” button below, you are affirmatively consenting, initially and on an ongoing basis, to receive Communications related to your membership and Account(s) with us in electronic format, and that, except as provided herein, we may discontinue sending paper Communications to you, until such time as you withdraw

your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and Communications associated with the Account(s).
- Account notices and disclosures about a change in the terms of your Account(s) or associated payment feature and responses to claims.
- Loan notices.
- Privacy policies and notices.
- Monthly (or other periodic) billing or Account statements for your Account(s) and such other Communications we may include from time to time. You agree that your consent to receive electronic Communications does not diminish in any way your responsibility to ensure that you receive and review your billing and Account statements in a timely manner in accordance with your agreements with us.
- Tax statements.

Notwithstanding the foregoing, in some instances due to extraordinary circumstances, it may be necessary to provide Communications in paper form to the primary accountholder's mailing address of record. In such a case, we reserve the right to send Communications in paper form, but except as provided herein, such action does not obligate us to provide paper Communications in the future. As a result, even if you provide consent below, the primary accountholder agrees to continue to monitor his/her paper mail for important Communications from us and to promptly disclose those Communications to all joint accountholders.

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic format will be provided either: (1) via email; (2) by access to a website that we will designate in an email notice we send to you at the time the information is available; or (3) by providing a link to a PDF file containing the Communication. We will notify or provide you with all Communications by sending an email message to the primary accountholder's latest email address on file. The primary accountholder agrees to promptly notify each joint accountholder of all Communications sent by us.

How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by providing written notice to us at H-E-B Federal Credit Union, P.O. Box 782529, San Antonio, TX 78278, Attention: NetBranch Online Banking with the details of your request. Please include your name and account number when contacting us. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have received it and had a reasonable period of time to process your withdrawal.

Valid email address. You agree to provide us with and maintain a valid, active email address. You must promptly notify us of any change in your email address. You may update your email address within NetBranch Online Banking at any time, and your change will take effect within a reasonable time thereafter. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive email address that you have provided.

Hardware/software requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have an Internet-capable computer with a current version of Internet Explorer, Google Chrome, Mozilla Firefox or Safari. You must also be able to view Adobe Acrobat (PDF) files; a free version of the Adobe Acrobat Reader software is available for download on Adobe's website at www.adobe.com. In addition, you must have a printer capable of printing any Communications that are emailed to you and/or made available on our website, and you understand that we recommend that you do so. Alternatively, you must have and maintain the ability to display on your computer screen and save electronically any Communications that are emailed to you and/or made available on our website. You understand that we do not make any warranties on equipment, hardware, software, Internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

Your Right to Receive Paper Communications. We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You may obtain a paper copy of an electronic Communication by printing it yourself or by writing to us at H-E-B Federal Credit Union, P.O. Box 782529, San Antonio, TX 78278, or contacting us by telephone at (210) 938-7850 and identifying the specific record requested, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. A request for a copy of your periodic statement may be subject to a fee as disclosed on our Fee Schedule.

Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

Federal Law. You acknowledge and agree that your consent to receive electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination or Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Agreement. By clicking the "I Agree" button below, you affirmatively consent to receive, and acknowledge that you can receive, access and retain electronically, Communications. You acknowledge that you have read and agree to the terms in this "AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY" and that your computer system meets the minimum system requirements described in this Agreement.

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT FOR YOUR RECORDS